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PROFESSIONAL EMPLOYEES

AGREEMENT

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PERIONAL SCHOOL DISTOIR

and

between

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ANN. LOWER CAPE MAY
PEGIONAL SCHOOL DISTRICT

BOARD OF EDUCATION (Employer)

LIBRARY
Institute of Management and
Labor Relations

OCT 29 1981

and

RUTGERS UNIVERSITY

LOWER CAPE MAY REGIONAL EDUCATION ASSOCIATION

for school years

1979-1981

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PREAMBLE

This Agreement entered into this 29th day of January 1980 by and between the Board of Education of Lower Cape May Regional School District, Cape May, New Jersey, hereinafter called the "Board", and the Lower Cape May Regional Education Association, hereinafter called the "Association".

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutural covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel whether under contract, on leave, on per diem basis, employed or to be employed by the Board, as follows:

Classroom Teachers, Nurses, Media Specialists,
Reading Teacher, Co-Curricular Sponsors,
Guidance Personnel, Department Chairmen,
School Psychologist, Learning Disabilities
Teacher-Consultant, School Social Worker,
and Permanent Substitutes.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teacher shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers employment. Such negotiations shall begin not later than during the first week of October of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced in writing, be ratified and signed by the Board and the Association.
- B. During negotiation, the Board and the Association shall present relevant data exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be ratified and

signed by the Board and Association.

- E. Except as this Agreement shall hereinafter otherwise provide, all terms and condition of employment applicable of the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. In accordance with chapter 123 P.L.1974 proposed new rules or modifications of rules changing terms and conditions of employment shall be negotiated with the Association,
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions

- 1. "Grievance" is any alleged violation of this Agreement (or any dispute with respect to all matters concerning the terms and conditions of teachers employment).
- 2. An "aggrieved party" can be a teacher, the Association or the Board.
- 3. Level One Principal of the school in which the alleged grievance occurred.
 - 4. Level Two Superintendent.
 - 5. Level Three Board of Education.
 - 6. Level Four Binding arbitration.

C. Submission of Grievances

- 1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Schedule E and shall contain those specifics which are required by the referenced form.
- 2. A grievance shall be deemed waived unless submitted within twenty-one (21) calendar days after the occurrence of the

grievance or after twenty-one (21) days after aggrieved party has reasonable cause to have notice thereof.

D. Grievance Procedures

- 1. The aggrieved party shall first submit grievance in writing to the appropriate Level One representative.
- ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to Level Two.
- 2. Level Two The addrieved party shall submit grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Said Level Two representative shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to Level Two, if no decision is rendered move the grievance in writing to Level Three.

3. Level-Three - The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision. The Board of Education may grant a hearing of the grievance if requested by the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within thirty-five (35) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or forty-one (41) calendar days after the grievance was submitted to Level Three if no decision is rendered, move the grievance to Level Four; and

The aggrieved party shall notify in writing the B_{oa} rd of Education Secretary that the grievance is being moved to Level Four.

- 4. Level Four The aggrieved party shall, within ten (10) calendar days of the Level Three decision or forty-five (45) calendar days after submission at Level Three, submit appropriate petition for submission to arbitration to the American Arbitration Association and deliver said copy of petition to the Board Secretary.
- (a) A request for the names of seven (7) arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and the Association shall strike names from the list in accordance with the rules and regulations of the American Arbitration

Association in the selection of an arbitrator.

(b) The arbitrators decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law of which is violative or adds to or detracts from the provisions of this Agreement.

E. Miscellaneous

- 1. Any aggrieved party may be represented at all stages of the grievance procedure by himself and a maximum of five (5) representatives in accordance with the provisions of Chapter 303, Public Laws of 1968 as amended by Chapter 123 Public Laws of 1974.
- 2. All grievance procedure determination shall be written, signed by the appropriate level authority and shall be attached to the grievance form.
- 3. All parties must indicate in writing on the form provided, the fact that a grievance has been resolved.
- 4. Aggrieved parties who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Superintendent, Principal, or other supervisory personnel until such time said grievance is finally determined.
- 5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
 - 6. The time limits specified at any given level of the

grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.

7. Costs incurred on account of a Level Four grievance procedure shall be borne equally by the Board and the Association.

ARTICLE IV

TEACHER RIGHTS

- Pursuant to Chapter 303, Public Laws of 1968, as amended by Α. Chapter 123 Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discrimiate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
 - B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereinunder shall be deemed to be in addition to those provided elsewhere.

- C. No teacher shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the Board or any authorized committee or representative of the Board concerning any matter which adversely affects the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- E. Any suspension of a teacher pending charges may be with pay within the discretion of the Board as limited by Law.
- F. Teachers shall not use their institutional privileges for private gain at the expense of the students.
- G. Teachers should refrain from unprofessional criticism of their colleagues and supervisors and should abide by the accepted code of ethics of the Education profession.
- H. Nothing in this Agreement shall be construed to alter the obligation and duties of persons in public employment under

ARTICLE I, paragraph 19, of the Constitution of the State of New Jersey as the same has been interpreted by the Courts of this State.

ARTICLE V

MANAGEMENT RIGHTS

- A. The Lower Cape May Regional Board of Education, on its own behalf and on behalf of the electors of the said Board, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including the rights:
- control of the school system and its properties and facilities, and the activities of its employees while in the performance of their teaching duties for the good of the school and the pupils.
- 2. To hire all employees and subject to the provisions of law to determine their qualifications, or their dismissal or demotion; and to promote and transfer all such employees;
- 3. To establish grades and courses of instruction, including special programs, and to provide for athletic. recreational and social events for students.
- 4. To decide upon the means and methods of instruction.

 and the selection of textbooks and other teaching materials, and
 the use of teaching aids
- 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto. and extra curricular activities.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof. and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict, the Board of its rights, responsibilities, and authority under the New Jersey School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- Association and the National Association, the New Jersey Education

 Association and the National Association shall be permitted to transact

 official Association business on school property at all reasonable times,

 provided that this shall not interfere with or interrupt normal school operations. Said representatives shall notify the appropriate building principal

 (or sign in) upon arrival on the premises during school hours.
- C. The Association and its representatives have the right to use school buildings and premises at all reasonable hours for meetings. The Superintendent shall be notified in writing in advance of the time and place of all such meetings and shall initial said notification indicating approval.
- D. The Association has the right to use school equipment, including typewriters, mimcographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- E. All expenses of the Association in the conduct of its business and its organization shall be borne by the Association through its members unless otherwise provided within this Agreement.
- F. The Association shall have the right to assist the Administration in the planning of an orientation program for new teachers and shall have the right to have its representatives address the new teachers as part of the orientation program for new teachers. The Association shall indicate the designated teachers who have accepted the responsibility of assisting new teachers during the new teachers' first year of employment.
- G. All communications from June 15th to August 31st regarding this Agreement will be directed to the President of the Association by certified return receipt, mail. The Association shall assume the cost of the mailings.

ARTICLE VII

SCHOOL CALENDAR AND TEACHER WORK YEAR

- A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 185 days which shall include 180 legal school days (except for new teachers who may be required to attend two additional days of orientation), three (3) days of which shall be designated as snow days or emergency days and shall be eliminated from required attendance if not used for making up any days lost due to snow or other emergencies causing the closing of school.
- 1. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- 2. Teacher attendance shall not be required whenever student attendance is not required due to snow or other emergency conditions.
- B. The School Calendar, when fixed and adopted by the Board, shall be considered as a part of this Agreement and shall be attached hereto as Schedule B.
- 1. The Association shall have the opportunity to make recommendations concerning the school calendar for the consideration of the Board and shall do so by having the Association President submit in writing a proposal relating thereto to the Secretary of the Board on or before December 1 of the preceding year of the school calendar being considered.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. Any teacher who performs homebound instruction will be compensated at \$10.00 per instructional hour.
- c. The principals shall be charged with scheduling yearly and daily teaching loads in the junior and senior high schools so that there may be six (6) teaching periods which should not exceed five (5) hours or pupil contact per day. Assignments to a supervised study period shall be considered a teaching period for the purpose of this article.
- D. 1. Teachers shall have a daily duty-free lunch period at least equal to the lunch period of the students in their building but not less than twenty-five (25) minutes per day.
- 2. Teachers may leave the building with administrative permission during the scheduled duty-free periods, but will sign in and out at such time.
- E. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings.

- 2. The notice of an agenda for any meetings shall be given to the teacher involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
- F. Teachers shall, in addition to their lunch period, have one period daily for preparation during which they shall not be assigned to any other duties.
- G. Exception to provisions in C, D and F above may be made when sufficient substitute teachers cannot be obtained or any emergency develops.
- H. Teacher participation, as set forth in Schedule C, shall be compensated according to the rate of pay and/or release time in Schedule C. The board shall have in its sole discretion the option to fill or not to fill any or all of these positions.

Extra curricular activities other than those set forth in Schedule C shall be carried on without compensation.

- I. Teachers shall adequately and daily prepare for instruction and will make such instruction preparation available to designated supervisors or administrators.
- J. Teachers shall be punctual in reporting to school, at meetings and to all of their assignments.
- K. The Administration may require a teacher to perform a necessary task, but the teacher shall not be required to perform hazardous tasks detrimental to his/her physical safety.

ARTICLE IX

WORK LOAD CONSIDERATIONS

During evaluation of a teacher the evaluator shall take into consideration the work load of the teacher being evaluated said work load shall be consistent with the available equipment, supplies and facilities.

ARTICLE X

NON-TEACHING DUTIES

A. A teacher may voluntarily drive students to activities which take place away from the school building, with the advance written approval of the principal.

In such event, teacher shall be compensated at the rate of seventeen (17) cents per mile for the use of Teacher's own automobile.

- B. Extra-curricular activities. Each teacher should generally and voluntarily sponsor some one extra-currilar activity as a natural outcome or interest of their subject matter preparation and be paid in accordance with Schedule C.
- C. Teachers shall accept reasonable non-teaching duties as assigned when the Administration deems such duties are necessary for the proper conduct of the school.
- D. Teachers shall regularly serve on committees approved by the Administration for the improvement of the school.

ARTICLE XI

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his proper experience step of the salary guide.
- B. Teachers with previous teaching experience in the Lower Cape May Regional School District shall upon returning to the system receive full credit on the salary guide for all teaching experience and military experience as provided herein and as limited by paragraph A herein above.
- C. Teachers will be notified in writing of their contract and salary status for the ensuing year no later than April 30.
- D. Those who fail to fulfill their contractual obligations as the contract has come to mean through prior decisions and history shall be subject to appropriate action by the Board and/or the Association.
- E. Dismissal procedures of teachers under tenure shall be that as provided by law.
- F. Dismissal procedures of non-tenured teachers shall be that as provided by law.

ARTICLE XII

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Pay days shall be the fifth and twentieth of each month.
- 3. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June. This must be an annual commitment.
- 4. When a pay day falls on or during a school or legal holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- Teachers shall receive their final checks on the last working day in June.
- C. 1. Longevity for the 1979-80 school year. Each teacher, upon reaching steps 20, 23, 26, and 29 of the salary guide, shall be awarded a longevity payment of \$250. for each classification.

1979-80 Steps 20, 21, and 22-----\$250. Steps 23, 24, and 25-----\$500. Steps 26, 27, and 28-----\$750. Steps 29, 30, and 31-----\$1000. C. 2. Longevity for the 1980-81 school year. Each teacher, upon reaching steps 20, 23, 26, and 29, shall be awarded a longevity payment of \$300. for each classification.

			1980-81
Steps	20,	21,	22\$300.
			25\$600.
Steps	26,	27,	28\$900.
Steps	29,	30,	31\$1200.

D. <u>Bachelor Plus Classification</u>

- 1. Effective July 1, 1977, for a teacher to be eligible for a classification over that of Bacherlors Degree, or for any teacher to change a salary classification in effect as at June 30, 1977, educational credits earned shall be earned under subject to terms, conditions, and limitations as follows:
- (a) Each credit earned must be a graduate credit earned from an accredited institution.
- (b) Each credit shall be earned in one or more of the areas as follows:
 - 1. In the subject matter for which the teacher has been retained by the board.
 - 2. In the area of education.
 - 3. In the area of education administration
 - 4. In the area of education guidance.
- (c) Teacher shall receive a minimum C grade for each credit towards the Bachelor plus classification.
- (d) No credit shall be earned by teacher for courses taken outside the areas enumerated in paragraph 2-b, hereinabove, without the prior written consent of the board.

2. All classifications over that of a Bachelors Degree recognized prior to July 1, 1977 shall be continued notwithstanding the fact that such classification does not meet the criteria as set forth hereinabove.

ARTICLE XIII

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and room assignments for the forthcoming year, at the discretion of the Administrator and not later than ten (10) days before the beginning of school, except in an emergency.
- 2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
- 3. Teachers should attend general, special and Parent Teachers Association meetings as designated by the Administration.
- 4. Teachers shall regularly participate in curricular development individually and in committee to provide an on-going education program to serve the needs of the students in the school district.
- 5. Teachers shall seek supervisory assistance when needed and accept supervisions as provided by the school system.
- B. The requirements as set forth in Article VIII, paragraphs E-1 and K, and Article XIII paragraph A-3 shall be limited to that which is reasonable and necessary for the full, complete, and effective implementation and performance by teacher of

of teacher's duties as required herein, by Board policy and practice, and as is or may be required by the State of New Jersey and Onstitution of the United States.

ARTICLE XIV

TEACHER EVALUATION

- A. 1. All evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.
- 2. Subsequent to an evaluation, the teacher will have an evaluation conference with the evaluator. Within one week of said evaluation an evaluation report shall be prepared and presented to the teacher. At such time the teacher shall have an opportunity to conference the report with the evaluator.

 No such evaluation shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.
- B. 1. A teacher shall have the right, upon request, to review his personnel file at least once a year and to receive one copy at Board expense of any material contained therein in the event of a Board's hearing or dispute otherwise a copy shall be at the teacher's expense. A teacher may be entitled to have a representative of the Association accompany him during such interview. A teacher shall have the right to indicate those materials which he believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewd by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision.
 - 2. No material derogatory to a teacher's conduct, service,

character or personality shall be placed in his personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy. Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to teacher a duplicate of said answer, which duplicate shall be supplied by teacher.

- 3. The Board will not establish any personnel file which is not available for the teacher's inspection.
- 4. Effective July 1, 1979 each teacher shall be afforded opportunity to sign each correspondence prior to inclusion in his/her personnal file.
- 5. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
- C. 1. Prior to any evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

- 2. Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:
- a. Such reports shall be issued in the name of the appropriate supervisor based upon a complilation of reports. or observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
 - b. Such reports shall be addressed to the teacher.
 - c. Such reports shall be written in narrative form and shall include, when pertinent:
 - 1. Strengths of the teacher as evidenced during the period since the previous report.
 - Weaknesses of the teacher as evidenced during the period since the previous report.
 - 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 - d. Such supervisory reports are to be provided for nontenure teachers at least three (3) times each year.
 - e. Tenure teachers shall be evaluated no-less frequently than once each school year.
 - D. Final evaluation of teacher upon termination

of his employment shall be conducted prior to severance.

ARTICLE XV

LEAVES OF ABSENCE

A. Sick Leave. As of September 1, all teachers shall be entitled to ten (10) sick leave days for each school year as of the first official day of said school year regardless of whether they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit except for permanent substitutes who shall have ten (10) non-accumulative sick leave days each year. After three (3) consecutive days of absence due to illness, a doctor's written certification shall be submitted.

B. Other leaves

1. In 1979-80 there shall be three (3) days leave of absence for personnel, legal business, household or family matters permitted during the school year. Commencing 1980-81 the number of such shall be two (2). Unused personal days cannot be accumulated. Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least one (1) day before taking such leave. Said request shall state that the applicant seeks leave under the provision of this section. In the event of an emergency which precludes the provision of one (1) day written notice, said notice shall be provided at the earliest possible time.

- 2. No use of personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency.
- 3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system will not result in the loss of pay or personal leave days.
- 4. In cases where the teacher is quarantined by an appropriate governmental agency no loss of pay or personal leave days shall result.
- 5. Critical illness or death in immediate family such as a spouse, children, mother, father, sister, brother, grand-father, grandmother, grandson and granddaughter, shall consitute an excused absence up to five (5) days per year. Such absence shall not result in loss of personal days.
- 6. Misuse of leave shall result in forfeiture of pay and/or professional censure for violation of school policy and the Code of Fthics.
- 7. Other leaves subject to terms may be granted by and in the sole discretion of the Board.
- C. <u>Sabbatical Leaves</u> Two (2) sabbatical leaves of absence for any school year may be granted by and in the sole discretion of the Board of Education to any professional employee upon written request for the purpose of study, or travel for the purpose of study, or for reasons of health.

- 1. Applicant for a sabbatical leave shall have completed at least seven (7) years of satisfactory service in the Lower Cape May Regional School District.
- 2. Applicant's request for a sabbatical shall be submitted in writing to the superintendent no later than March 1st of the school year preceding the year for which said sabbatical is sought.
- 3. An application for a sabbatical shall set forth the reasons for which said sabbatical is requested. If the sabbatical is requested for reasons of health, the request must be accompanied by a certificate from the attending physician as to the necessity therefore.
- 4. The Board of Education shall notify the applicant in writing of approval or disapproval of said application for leave not later than the first week of May following the receipt by the Board of the application.
- 5. Upon receiving permission and upon termination of said leave the applicant shall resume his service at the opening of the ensuing school year and continue said employment for not less than two (2) additional school years. A contract to this effect shall be signed by the applicant prior to the commencement of the leave.
- 6. To the extent applicant receives compensation while on sabbatical leave, the compensation as provided in paragraph eight hereinbelow shall be reduced on a dollar for dollar basis.

- 7. The period of sabbatical leave shall count as regular employment in the school district.
- 8. An employee granted a sabbatical shall receive one-half (1/2) of his regular salary for said period.
- D. Teachers may apply for and be granted sick leave due to pregnancy for a period not to exceed four (4) weeks before and four (4) weeks after delivery of the child. Medical certification shall be required in accordance with NJSA 18A:30-1 sick leave et seq. The Board retains the right to have its own physician verify the medical certification. The number of sick leave days taken shall not exceed the number the individual has accumulated.

E. 1. Child Rearing Leave

Teachers may apply for and may be granted child rearing leave for the balance of the school year during which the child bearing leave, as specified above, occurs. Child rearing leave shall be without pay or benefits. Teachers absent less than 90 school days shall receive an increment, the following year upon return and all benefits shall be restored.

2. Female teachers not utilizing child bearing leave as specified above may apply for and may be granted child rearing leave for the balance of the school year during which the birth occurs. Child rearing leave shall be without pay or benefits. Teachers absent less than ninety (90) school days shall receive an increment the following year upon return and all benefits shall be restored.

ARTICLE XVI

SUBSTITUTES

- A. Teachers who must be absent from school shall notify the person so designated by the administration not later than 7:00 a.m. on the day they will be unavailable for work unless some prior agreed to notification has been set by the involved teachers and the administration. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.
- B. 1. The maximum rate of pay for a per diem substitute shall be at least \$10.00 less than the per diem rate of a teacher on step B.A. 1.
- 2. A substitute teacher who works more than ten (10) consecutive days for a given regular teacher, who fulfills all teacher's duties, shall be paid at the rate of 1/200 of step 1, B.A. Schedule A for each consecutive day in excess of the initial ten (10).
- C. If the board hires permanent substitutes, each shall be employed to serve in positions to which assigned from day to day. Such teachers shall be required to work each school day in the particular position and school to which each is assigned for that day, and may be assigned to fill positions of teachers who are temporarily absent. Compensation and terms and conditions for permanent substitutes shall continue to apply subject to statutes of the State of New Jersey and the rules of the State Board of Education.

- D. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute.
- E. In case of emergencies, teachers shall substitute during their planning periods. This shall be kept to an absolute minimum by the administration.

ARTICLE XVII

PROTECTION OF TEACHERS

- A. 1. When absence arises out of or from an assault or injury to a teacher received while acting in the discharge of his duties, the teacher shall not forfeit any sick leave or personal leave.
- 2. Absence because of injury arising out of a teacher's employment shall be compensated in accordance with the provisions of the Workman's Compensation Law and NJSA. 18A 30-1 et seq.
- B. A school nurse shall be scheduled for the entire school day.

ARTICLE XVIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. It is understood that the maintenance of classroom control is considered to be the responsibility of each individual teacher.
- B. However, if in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the class-room with a written note, and refer him to the next higher authority.
- C. If within three (3) days of presentation to the Principal, the matter is not resolved to the satisfaction of all concerned, the Superintendent, within three (3) additional days shall render a written decision concerning the case. If still not resolved, it may be presented by the PR&R Committee of the Association to the Board.
- D. Teachers shall be responsible for the supervision and accountability of school property and for school materials assigned to them.

ARTICLE XIX

INSURANCE PROTECTION

- A. For the school years 1979-81 the Board of Education will assume the cost of the coverage as set forth in the Public and School Employees Health Benefits Program for the entire family.
- B. The Board shall provide to each teacher upon employment a description of conditions and limits of coverage as listed above.
- C. 1. The Blue Cross of New Jersey Prescription Plan, which plan provides a \$1.00 deductible (co-pay) provision, the cost of which will be paid by the Board as follows:
 - a. Family Unit 50% of cost per month
 - b. Single Member 50% of cost per month
 - c. Parent and Child 50% of cost per month
- 2. It is agreed and understood that the Board will not make any contribution in excess of the amounts provided herein for each participant in the plan.

ARTICLE XX

PERSONAL AND ACADEMIC FREEDOM

- A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local. state or federal law.
- B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Lower Cape May Regional School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
- 1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material provided only that said material is relevant to the course content and does not run counter to expressed Board Policy.

In performing their official teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the subject matter of the course they are teaching, provided, however that when they do so they shall make every effort to indicate that they are

speaking personally and not on behalf of the school, its Administration, or the Board and subject to Board policy.

ARTICLE XXI

BOOKS AND OTHER INSTRUCTIONAL

MATERIALS AND SUPPLIES

- A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quantity to enable teachers to properly fulfill their teaching responsibilities. Teachers purchasing materials and/or supplies with the advance approval of their Principal or immediate supervisor shall be reimbursed upon submission of an appropriate receipt of purchase.
- B. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American Society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life.
- C. Teachers shall be a part of all textbook selection.

ARTICLE XXII

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME	SOCIAL SECURITY	#
School Building	District	
to Disbursing Officer_	Board o	of Education:

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school year. I understand that the disbursing officer will discontinue such deductions only if I file notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Governing Board and all its officers from any Liability therefrom.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed. shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by contacting either the President of the Association or the President of the Board.
- D. 1. Whenever a teacher, administrative, or paid extracurricular vacancy occurs or a new position is created within three (3) days after receipt of the official resignation (Schedule D) or designation by the Board that a new position

4 -

has been created, a Notice shall be given to the President of the Teachers Association, said Notice stating that such a vacancy exists.

- 2. Nothing herein contained in this Article precludes the Board from filling any staff vacancy with a person not presently employed in this System. All qualified staff members making application for said vacancy shall be given due consideration.
- E. For the purpose of binding the Board of Education, notwithstanding the provisions of Article XXIII, paragraph D, a vacancy shall not exist until the resignation in the form provided in Schedule D is submitted in proper form and said resignation is formally accepted by the Board of Education.

ARTICLE XXIV

DEDUCTION FROM SALARY

Α.	1. I designate the Lower Cape May Regional Ed	ucation
Associat	ion to receive dues and distribute according to th	e organi-
zation(s)) indicated:	
Lower Ca	ape May Regional Education Association	annua esta esta esta esta esta esta esta est
Cape Ma	By County Education Association	
New Jers	sey Education Association	many depression and the original are now to record and the state of th
National	Education Association	

- 2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 3. Additional authorization for dues deduction may be received after August 1 under the rules established by the State Department of Education.
- 4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to half deduction as of January 1 next succeeding the date on which notice of withdrawal is filed.
- B. The Board agrees to deduction from teacher's salaries money for Local, State, and for National Association services and programs as said teacher individually and voluntarily

authorize the Board to deduct and transmit the monies promptly to such Association or Associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

ARTICLE XXV

TUITION REIMBURSEMENT

Effective July 1, 1980 any teacher shall receive reimbursement for up to six (6) credits taken during a contract year (July 1 - June 30). The reimbursement shall be based upon the teacher receiving credit for the course or courses taken. The rate for reimbursement shall be based upon the New Jersey State College rate at the time the course or courses was/were taken.

ARTICLE XXVI

SICK LEAVE REIMBURSEMENT

Teachers who retire from the district and qualify for pension in accordance with the provisions of the Teacher's Pension and Annuity Fund shall be reimbursed for unused sick leave in excess of seventy-five (75) days at the rate of 20% of his/her per diem (calculated at 1/200 of annual salary at time of retirement) rate provided at least fifteen (15) years of teaching has been completed in the Lower Cape May Regional School District.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of the date of signing this Agreement and shall continue in effect until June 30, 1981 except for salaries which shall be retoactive to July 1, 1979 and subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have causedthis

Agreement to be signed by their respective presidents, attested

by their respective secretaries, and their corporate seals to

be placed hereon, all on the day and year written above.

LOWER CAPE MAY REGIONAL EDUCATION ASSOCIATION

LOWER CAPE MAY REGIONAL BOARD OF EDUCATION

President Worm

President

Secretary

Secretary

SCHEDULE A

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT - SALARY SCHEDULE

EDUCATION ASSOCIATION

	NON DEGREE				and the second s	entransportungen en e	e democraticate objector . Ego tr ube referência caro
STEP	& B.A.	B.A.+15	B.A.+30	M/A	M/A+15	M/A+30	D
1.	Base Sal.	2.3	4.6	6.9	9.2	11.5	13.8
2.	4.6	6.9	9.2	11.5	13.8	16.1	18.4
3.	9.2	11.5	13.8	16.1	18.4	20.7	23.0
4.	13.8	16.1	18.4	20.7	23.0	25.3	27.6
5.	18.4	20.7	23.0	25.3	27.6	29.9	32.2
6.	23.0	25.3	27.6	29.9	32.2	34.5	36.8
7.	27.6	29.9	32.2	34.5	36.8	39.1	41.4
8.	32.2	34.5	36.8	39.1	41.4	43.7	46.0
9.	36.8	39.1	41.4	43.7	46.0	48.3	50.6
10.	41.4	43.7	46.0	48.3	50.6	52.9	55.2
11.	46.0	48.3	50.6	52.9	55.2	57.5	59.8
12.	50.6	52.9	55.2	57.5	59.8	62.1	64.4
13.	55.2	57.5	59.8	62.1	64.4	66.7	69.0
14.	59.8	62.1	64.4	66.7	69.0	71.3	73.6
15.	64.4	66.7	69.0	71.3	73.6	75.9	78.2
16.	69.0	71.3	73.6	75.9	78.2	80.5	82.8

- A. Effective July 1, 1979, the base salary for the BA shall be \$11,100.00 and for Non-Degree shall be \$10,500.00. All other salaries shall be expressed as a percentage over the base salary as set forth above.
- B. Effective July 1, 1980, the base salary for the B.A. shall be \$11,600.00 and for Non-Degree shall be \$11,000.00. All other salaries shall be expressed as a percentage over the base salary as set forth above.

- C. It is the mutual intention of the Board and the Association in adopting the percentage salary index as set forth in Article XII to provide with finality a guide which establishes a maximum of steps after which a Teacher shall not be eliqible for any supplemental salary increase by virtue of moving to a higher step or level.
- D. It is the intention of the Board and the Association that the percentage between the steps (4.6%) and between classification (2.3%) and the total number of steps (16) whall not change and shall remain in full force and effect for such period of time that the Association represents the Teachers, as employees of the Board. It being understood that the Board has agreed to the utilization of said guide, only on the basis of the representations as set forth in Schedule A, C and D, hereinabove.

SCHEDULE "D"

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT Cape May, New Jersey

RESIGNATION

TO: L	Lower Cape May Regional Board of Ed	ducation
SUBJE	CT:	
	This letter is to serve as formal	notice of my resignation as
	from the Lower Cape May Region	al School District effective
		19
		Signature of Resignee
I certi	ify that this Resignation was	
submi	tted to the Superintendent and	
execu	ited on 19,	
before	e me	
who w	vitnessed same	
Signat	ture of Resignee	Signature of witness

SCHEDULE E

GRIEVANCE FORM

Level of Grieva	nce:	
Level One	Aggrieved Party or Representatives	
	Building Principal	Date of Submissic
Level Two	Aggrieved Party or Representatives	
	Superintendent of Schools	Date of Submission
Level Thre	e Aggrieved Party or Representatives	3
	Board Secretary for the Board	Date of Submission
Level Four Notificati	on of submission of grievance to Ar	bitration
	Aggrieved Party or Representatives	5
	Board Secretary for the Board	Date of Notificat:
Notificat	ion of petition to submit grievance	e to Arbitration
	Aggrieved Party of Representatives	5

GRIEVANCE FORM

Α.	Statement of Grievance:
В.	Time when, place where, events surrounding Grievance:
С.	Basis of Grievance:
D.	Redress:
Ε.	Signature of Aggrieved Party:
F.	Steps of Grievance and outcome: (Written decisions to be attached)

	Doctorate
Masters	+30
Masters	+15
	Degree
Bachelors	+30
Bachelors	+15
Bachelors	Degree
Non	Degree
Years of	Employment

1979-80 Salary Guide

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT 1980-81 Salary Guide

Years of Employment	Non Degree	Bachelors	Bachelors +15	Bachelors +30	Masters Degree	Masters +15	Masters +30	Doctorate
r1	11,000.	11,600.	11,867.	12,134.	12,400.	12,667.	12,934.	13,201.
2	11,506.	12,134.	12,400.	12,667.	12,934.	13,201.	13,468.	13,734.
က	12,012.	12,667.	12,934.	13,201.	13,468.	13,734.	14,001.	14,268.
4,	12,518.	13,201.	13,468.	13,734.	14,001.	14,268.	14,535.	14,802.
w	13,024.	13,734.	14,001.	14,268.	14,535.	14,802.	15,068.	15,335.
מי	13,530.	14,268.	14,535.	14,802.	15,068.	15,338.	15,602.	15,869.
7	14,036.	14,802.	15,068.	15,335.	15,602.	15,869.	16,136.	16,402.
ω	14,542.	15,335.	15,602.	15,869.	16,136.	16,402.	16,669.	16,936.
თ	15,048.	15,869.	16,136.	16,402.	16,669.	16,936.	17,203.	17,470.
10	15,554.	16,402.	16,669.	16,936.	17,203,	17,470.	17,736.	18,003.
	16,060.	16,936.	17,203.	17,470.	17,736.	18,003.	18,270.	18,537.
12	16,566.	17,470.	17,736.	18,003.	18,270.	18,537.	18,804.	19,070.
13	17,072.	18,003.	18,270.	18,537.	18,804.	19,070.	19,337.	19,604.
77	17,578.	18,537.	18,804.	19,070.	19,337.	19,604.	19,871.	20,138.
15	18,084.	19,070.	19,337.	19,604.	19,871.	20,138.	20,404.	20,671.
16	18,590.	19,604.	19,871.	20,138.	20,404.	20,671.	20,938.	21,205.
20	18,890.	19,904.	20,171.	20,438.	20,704.	20,971.	21,238.	21,505.
23	19,190.	20,204.	20,471.	20,738.	21,004.	21,271.	21,538.	21,805.
26	19,490.	20,504.	20,771.	21,038.	21,304.	21,571.	21,838.	22,105.
29	19,790.	20,804.	21,071.	21,338.	21,604.	21,871.	22,138	22,405.

(60)

SCHEDULE C

EXTRA CURRICULAR SALARIES - ATHLETIC

HIGH SCHOOL:	lst year	2nd year
Athletic Director	835.	\$ 1,720. 870. 870.
Football Head CoachFootball Assistant Coaches	1,560. 785.	1,620. 820.
Basketball Head Coach (Boys)Basketball Assistant Coaches	1,560. 785.	1,620. 820.
Basketball Head Coach (Girls)Basketball Assistant Coaches	1,560 785.	1,620. 820.
Baseball Head CoachBaseball Assistant Coaches	1,360.	1,420. 720
Softball Head Coach Softball Assistant Coaches	1,360. 685.	1,420. 720.
Track and Field Head CoachesTrack and Field Assistant Coaches	1,360 685.	1,420. 720.
Wrestling Head Coach	1,560. 785.	1,620. 820.
Golf Coach	835.	870.
Tennis Coach	835.	870.
Cross Country Coach	835.	870.
Field Hockey Coach	835.	870.
Swimming Coach	835.	870.
Soccer Coach	- 835.	870.
Teitelman School:		
Coaches	-	sport 570.pe
(Soccer, Basketball (boys), Basketball (girls)	,	

(Soccer, Basketball (boys), Basketball (girls), Wrestling, Baseball, Softball, Track (boys), Track (girls)).

SCHEDULE C

EXTRA CURRICULAR SALARIES - NON ATHLETIC

	<u>lst Year</u>	2nd Year
CHEERLEADERS: Varsity Junior Varsity Teitelman School	\$ 578. 473. 473.	\$ 606. 496. 496.
MARCHING BAND Director Assistant Director	893. 473.	937. 496.
Dance Band	315.	331.
Vocal Music	578.	606.
Summer Band	840.	882.
STUDENT COUNCIL: High School Teitelman School	473. 368.	496. 386.
Yearbook	578.	606.
Stage Crew	525.	551.
SCHOOL PLAY: High School Teitelman School DEPARTMENT CHAIRPERSONS:	840. 578.	882. 606.
Certified Non-certified	893. 473.	937. 496.
CLASS SPONSORS: 9th and 10th grades 11th and 12th grades	262. 368.	275. 386.
SCHOOL PAPER: High School Teitelman School	578. 368.	606. 386.

SCHEDULE C - continued

Affirmative Action Officer	893.	937.
	2,610.	2,670.
High School Administrative Assistant	1,313.	1,378.
T. and E. Coordinator	·	Step Plus 10%
School Psychologist		Step Plus 3.75%
Learning Disabilities Teacher-Consultant		
School Social Worker	Schedule A Step Plus 0%	